

## **SECTION 2**

### **SPECIAL CONDITIONS**

#### **2.1 DEFINITIONS**

- A. **Changes:** modifications to the scheduled task. Re-scheduling a portion of the service cycle to another time and / or day.
- B. **Survey:** a general view, examination, record and/or description of someone something.
- C. **Work Day:** Monday through Friday (8:00 AM to 5:00 PM)

#### **2.2 PURPOSE**

The purpose of this Solicitation is to establish a contract for the purchase of weekly interior foliage/plant maintenance services for various County's facilities. The services include foliage plant cleaning, watering, trimming, decorative planter cleaning, water removal, mulching, insect identification and proper pesticide application, fertilization, litter and debris removal, the replacement and installation of plants, and rental of plants for special events.

#### **2.3 TERM OF CONTRACT**

This invitation to bid shall commence on the first calendar day of the month succeeding approval of the contract by the County, contingent upon the completion and submittal of all required documents. The contract shall expire on the last day of the last month of the five-year contract term.

#### **2.4 METHOD OF AWARD**

Award of this solicitation will be made to the lowest priced responsive, responsible Bidder by Group, who meets the minimum requirement listed below. In order to be considered for award, Bidders must submit an offer for all items listed within the Group. If a Bidder fails to submit an offer for all items, within the Group, its offer for that Group may be rejected.

##### **a. MINIMUM REQUIREMENT**

1. Bidder shall provide the name of the Project Manager and/or Supervisor, along with the contact information.
2. Bidders or their approved subcontractors shall hold a current the (a) Pesticide Control Operator License for Lawn and Ornamental Turf and (b) Limited Commercial Landscape Maintenance or the Limited Urban Landscape Fertilizer Certificates, issued by the Florida Department of Agriculture and Consumer Services. A copy of the licenses shall be provided as proof of compliance. The license must be maintained in a current status throughout the life of the contract. For more information, please refer to the following link: <http://www.freshfromflorida.com/Divisions-Offices/Agricultural-Environmental-Services/Business-Services/Pest-Control/Licensing-and-Certification>

Bidders shall submit the specified information requested above with their bid submittal form as proof of compliance to the requirements of this solicitation. However, the County may, at its sole discretion and in its best interest, allow Bidders to complete, supplement or supply the required information during the evaluation period.

If the awarded Bidder fails to perform in accordance with the terms and conditions of the contract, the Bidder may be deemed in default of the contract. If the awarded Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder.

#### **2.5 SMALL BUSINESS CONTRACT MEASURES**

TBA

## 2.6 **PRE-BID CONFERENCE & EXAMINATION OF PLANT INVENTORY**

Prior to submitting an offer, it is highly recommended that Bidders visit the sites of the proposed work and become familiar with any conditions which may in any manner affect the services to perform on the existent plant inventory, and the equipment, tools, materials and labor required. The pre-bid conference will take place on **Friday, June 5, 2015 at 9:00 AM** at the Miami International Airport located at **Building 3030, 2nd Floor, Engineering Conference Room**. Following the pre-bid conference a walkthrough of the site visit will be conducted. Bidders shall provide their own transportation.

The 'cone of silence' is lifted during the site visit to allow for any questions to be addressed with representatives from Miami-Dade County. Bidders should arrive promptly. Bidders are requested to bring a copy of the solicitation to the site visit, as additional copies will not be available. No additional allowances will be made because of lack of knowledge of these conditions. This is a public meeting and multiple members of individual community councils may be present.

## 2.7 **PRICES**

The initial contract prices resultant from this solicitation shall remain fixed and firm for no less than 12 months from the commencement date. It is the Bidder's responsibility to request any price adjustment. The Bidder's request for adjustment must be submitted to the County's Internal Services Department for review no less than 90 days prior to expiration of the then current contract year. The County may consider an adjustment to prices based on the Consumer Price Index (CPI) percentage change as calculated by the US Department of Commerce for all Urban Consumers in the Miami-Ft. Lauderdale area. This adjustment shall not exceed the current Living Wage adjustment as published by the Small Business Development Division of the Department of Regulatory and Economic Resources each October.

The County reserves the right to reject any price adjustments submitted by the awarded Bidder(s) or to negotiate lower pricing during the contract period based on market conditions or other factors that influence price. The County also reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

## 2.8 **MIAMI-DADE COUNTY LIVING WAGES**

If the total contract value, per year, exceeds \$100,000 the provisions of Section 2-8.9 (Living Wages) of the Code of Miami-Dade County (Code) as amended by Ordinance [Governing Legislation], will apply. A copy of this Code Section may be obtained online at [www.miamidade.gov](http://www.miamidade.gov). A copy of the Administrative Order may be obtained online at <http://www.miamidade.gov/aopdfdoc/aopdf/pdffiles/AO3-30.pdf>.

## 2.9 **CHANGES**

### 1. Additional Group, Plant Species and Services

Although this SOLICITATION and resultant contract identifies specific group, plant species and estimated number of plants to be maintain, it is hereby agreed and understood that the County may at its option add new group, plant species and/or services at any time during the contract period.

- a. Should additional group need to be added to the contract, price quotes will be obtained from all the Bidders awarded under this solicitation. If the County determines that the prices submitted by the Bidders are not competitive, the County reserves the right to acquire the services through a separate solicitation.
- b. Should the County determine that additional plant species to be serviced and/or additional service are added under a group, a price quote shall be obtained from the Bidder servicing that group. If the County determines that the price submitted by the Bidder is not competitive, price quotes will be obtained from all the Bidders awarded the contract. If the County determines that the prices submitted by the Bidder are not competitive, the County reserves the right to acquire the services through a separate solicitation.

### 2. Deletion

Group, plant species and/or service may be deleted when such services are no longer required during the contract period; upon written notice to the awarded Bidder.

## 2.10 **COMPLIANCE / REGULATIONS / SAFETY**

### a. Legal Requirement for Pollution Control

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the Bidder through Regulatory and Economic Resources, 33 SW 2nd Avenue, Miami, Florida 33130, Telephone (305) 372-6789.

b. *Accident Prevention, Barricades and Safety*

Precautions shall be exercised at all times for the protection of persons and property. All Bidders performing services under this contract shall conform to all relevant OSHA, EPA, State and County regulations during the course of such effort, so as to protect all persons, including Bidder's employees, agents of the County, members of the public, or others, from injury, or damage to their property. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible Bidder. Barricades shall be provided by the Bidder when work is performed in areas traversed by persons, or when deemed necessary by the County.

Bidder agrees to perform all work in a manner that meets all accepted standards for safe practice, and to safely maintain and operate all the equipment used in the performance of this contract. The County, reserves the right to issue immediate restrain or cease and desist to a Bidder, when unsafe or harmful acts are observed or reported while performing under the contract. Hazardous conditions shall be immediately reported to the County.

## **2.11 VEHICLES**

For security reasons, all vehicles, including deliveries, shall not be left unattended along the upper and/or lower vehicular drives at the Miami International Airport terminal, or anywhere in close proximity to the terminal. All vehicles left unattended are subject to ticket violation/citation and/or towed at the vehicle's owner expense.

## **2.12 PLANT SURVEY**

During the thirty (30) day period preceding the expiration of this contract, or in the event of its earlier termination, (within a thirty (30) day period following such early termination), a final condition survey shall be conducted by the County. The County will assess that plants are health, showing satisfactory appearance, are free of insects, and other pest or disease.

The Bidder will be given at least five (5) days advance written notice of the date and time of final condition survey. A Bidder representative shall be present and will accompany the County on the final condition survey to establish a list of plantings and material that must be replaced at the sole cost and expense of the Bidder. The Bidder shall remove and replace promptly any plant material that is unsatisfactory in appearance as determined by the County. Additional pest infestation and disease treatments will be performed by the Bidder, as determined necessary by the County. Plant replacement shall be of the same variety, size, species and quality of the original plant materials in place at the start of the Contract unless otherwise approved by the County. A schedule for these corrective actions will be set by the County, in mutual agreement, and shall be adhered to by the Bidder.

## **2.16 CONTACT PERSON**

For any additional information regarding the terms and conditions of this RTQ, contact Jennyfer Calderon at 305-375-5312 or at [jcalder@miamidade.gov](mailto:jcalder@miamidade.gov).

## **SECTION 3**

### **SCOPE OF SERVICES**

#### **3.1 SCOPE**

The scope of services include interior foliage cleaning, watering, trimming, decorative planter cleaning, water removal, mulching, insect identification and proper pesticide application, fertilization, litter and debris removal, the replacement and installation of plants, and rental of plants for special events.

Bidders shall furnish all labor, machinery, tools, and means of transportation, supplies, equipment, materials, services and incidentals necessary for satisfactory contract performance.

#### **3.2 QUALITY ASSURANCE**

All plant maintenance services shall be carried out by trained interior foliage service personnel/technician, competent to perform first quality maintenance. The Bidder shall perform all of its obligations and functions under this contract in a professional and businesslike manner.

Bidder shall provide a qualified Project Manager/Supervisor with experience working with interior plants, including disease and disease prevention. The Project Manager/Supervisor shall:

- a. Be able to communicate with the County and shall have full authority to act on behalf of the Bidder on all matters related to the daily operations
- b. Be the individual in the organization who is knowledgeable and experienced in indoor foliage plants maintenance; and who will serve as the primary point of contact for the County
- c. Be available by telephone, 7 days per week for emergency situations.
- d. Train and supervise all Bidders' personnel/technicians, to make sure all tasks are performed as indicated.

The Bidder personnel/technicians shall be properly trained and capable of performing the tasks under the direction of the Bidder's on-site Project Manager/Supervisor.

#### **3.3 MAINTENANCE SERVICES SCHEDULE & TASKS**

Bidder shall perform all maintenance, planning, coordination, inspections, quality control, on a weekly basis and report findings to the designated County's representative as required herein. The bidder shall provide maintenance services at a minimum of one (1) visit per week. Service shall be performed Monday through Friday between the hours of 7:00 AM and 4:00 PM, or else pre-approved by the County. Bidder shall conduct tasks so that they will not interfere with any County Operations. The bidder shall also attend a weekly inspection meeting with the County's project manager, or designee. The County may, at its discretion, inspect work performed by Bidder on a daily/weekly/monthly basis.

The Bidder shall perform the following plant maintenance services in order to maintain the plants and planting in a healthy, vigorous and attractive condition including, but not limited to, performing the following tasks:

- a. Plant Material Cleaning:  
All live foliage, trunks, branches and flowers of all plant material shall be clean. Cleaning is to include: removal of dust, residues, dirt, film and other such matter. Care should be taken protect adjacent areas and the public from cleaning residue and/or chemicals.
- b. Decorative Planter/Container Cleaning:  
Bidder shall clean all decorative planters/containers, remove all residues, bird droppings and other noticeable markings which may occur. Should the planter become severely damaged or broken, the Bidder shall notify the County no later than the end of that working day.
- c. Water Removal:  
After each service, the Bidder shall extract excess liquid from planters as necessary or as instructed by the County to eliminate the development of excessive odors, avoid root rot problems and/or health risk to plants.
- d. Additional Mulch  
All plant material shall be maintained with a minimum depth of three (3") inches of mulch, or as needed to completely conceal the grow pot, collars and blocking and fill material, without mounding up over the top of the

decorative planter/container. If necessary, additional mulch shall be added, to the satisfaction of the County, at no additional cost.

e. Insects, Pests and Diseases

The Bidder shall inspect all plants grow pots and decorative containers for presence of insects, pests (i.e. ants, gnats and roaches), disease infestation a minimum of once a month.

The Bidder shall report to the county all plant material affected with pests or disease, no later than 24hrs after discover of such. The report shall include: (a) name or description of the plant material, and the name or description of the pest or disease, (b) location of the plant material, and (c) recommendation to remedy. The recommendation shall include: the chemical to be used, method of application and schedule for application (initial and follow-up treatment).

Action for treating plant material with pest diseases or other health conditions shall be started no later than seventy-two (72) hours the approval of the County. Only products approved by the Federal Environmental Protection Agency (EPA) and registered and approved by the State of Florida shall be used. Prior to the application of the chemical, the Bidder shall submit to the County the product's label and Material Safety Data Sheet for approval. The product as well as the follow up treatments shall be applied as indicated on the said labeling. Treatment shall continue until the pests, diseases or health conditions are controlled. No products shall be used which will create a visible residue on the plant leaves or stems, without prior written approval from the County. Damage to plant material due to improper spray applications or lack of pest control shall result in replacement of the damaged plant material at the Bidder's expense.

The application of all pesticides and herbicides shall be in compliance with the guidelines established by the Florida Department of Agriculture and Consumer Services, Division of Agriculture Environmental Services (AES), and the Bureau of Entomology and Pest Control (Chapter 482). The following links are provided for reference:

[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0400-0499/0482/0482.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0400-0499/0482/0482.html) or <https://www.flsenate.gov/Laws/Statutes/2012/Chapter482>

f. Pruning and Trimming:

All pruning for aesthetic reasons and major pruning and trimming which removes branches greater than a 1/2" diameter, shall be at the direction of the County representative. All plants will be pruned and trimmed using sound horticultural practices, and no pruning paint or spray is to be used. All prune tools shall be sharp so that there are no frayed or split cuts. Proper pruning techniques shall be used so there is no stripping of bark. No branch stubs shall be remaining after pruning.

g. Fertilizing:

Plant materials shall be fertilized a minimum of once a month or as indicated by the County **with either Miracle Gro, Peters 20-20-20 or approved equal**. The County shall be notified twenty-four (24) hours in advance of fertilizer application.

All fertilizer shall be uniform in composition and dry. Granular fertilizer shall be free flowing and delivered in unopened bags, containers and/or boxes, which are fully labeled with the manufacturer's analysis. All fertilizer shall comply with local and State of Florida laws. Fertilizers shall be applied using the guidelines in Fertilization in the Green Industry Best Management Practices Manual, Chapter 5. The following link is provided for reference: [http://ffl.ifas.ufl.edu/professionals/BMP\\_class\\_agenda.htm](http://ffl.ifas.ufl.edu/professionals/BMP_class_agenda.htm)

h. Plant Alignment:

Inspect and adjust as necessary, all plant material which may be leaning, out of plumb or not centered. This shall be considered as part of the normal maintenance procedures.

i. Rotations

Bidder shall rotate plant material and/or planters/containers as necessary or as instructed by the County. Plants shall be rotated 180° once a month or as indicated by the County.

j. Collars, Blocking and Fill Material:

Bidder shall adjust and fix all blocking and fill materials, collars or other materials that may become disturbed or collapsed. Collars, blocking and fill material shall be added as need and directed by the County at no additional cost.

k. Litter and Debris Removal:

Bidder is to remove all litter and debris located within decorative planters/containers, and within fixed planter areas. The litter and debris to be removed includes, but is not limited to, dead plants material, leaves, branches, paper, cups, cigarettes butts, and food.

The Bidder is responsible for policing planting debris located outside of the planters. This includes, but is not limited to, soils, bark, seeds, leaves, and branches. All landscaped areas are to be kept in a clean appearance in and around planters.

l. Clean-up

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of County property and in an appropriate manner. Upon final completion, the Bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

### **3.4 SPECIAL OCCASION SET-UP RENTAL**

Shall rental of plants, planters or any other related item are required, price quotes shall be obtained from the Bidders awarded under this contract. If the County determines that the prices submitted by the Bidder(s) are not competitive, the County reserves the right to acquire the services through a separate solicitation. The rental services includes, but are not limited to, provide, set-up and remove plants, decoration planters/container or any other related item.

### **3.5 ADDITIONAL WORK**

Work under this item consist of one (1) person crew ready to perform additional tasks related to interior plant maintenance services not covered in the specifications on an hourly rate basis.

Note: Prospective bidders shall provide an hourly labor price for this item. Failure to provide a price for this item on each group shall render your proposal non-responsive for that particular group

### **3.6 PLANT GRADE, QUALITY AND SIZE:**

- a. All plant material supplied under this contract shall be in compliance with the plant grade, interior plant specifications, and quality criteria for interior use, identified as "Foliage No. 1", established in the latest edition of the "Guide to Interior Landscape Specifications", prepared by The Interior Plantscape Division of Associated Landscape Bidders of America, (ALCA).
- b. Plant material sizes shall be as described in the Bid Proposal forms, with measurements taken in accordance with above referenced guide.
- c. Should the Bidder not intend to grow all plant materials indicated in the proposal forms, then the Bidder shall submit a list of interior foliage suppliers that the Bidder intends to use, which are recognized interior foliage growers, and that use sound horticultural practices.
- d. For Bidders intending to grow plant material, nursery/shade-house shall meet the requirements listed **below**.

### **3.7 ACCLIMATIZATION FOR NEW PLANTS**

~~All plant are to be acclimatized for light, water, temperature, humidity, and nutrients in a nursery shade house or greenhouse, using the following guideline as minimum acclimatization standards.~~

- ~~a. All plants shall have been grown under or acclimatized to a shade percentage light regime appropriate to each plant variety, and planting location as outlined in the latest edition of the "Guide to Interior Landscape Specifications", prepared by The Interior Plantscape Division of Associated Landscape Bidders of America, (ALCA).~~
- ~~b. All plant materials shall have grown in its grown container a minimum of three (3) consecutive months. Root-bound shall not be accepted.~~
- ~~c. During the acclimatization period, watering and fertilization practices shall be required to maintain the plant at a quality acceptable for the job and conforming to specifications.~~



### **3.8 NON-CONFORMING WORK/DEFICIENCY**

#### **NON-CONFORMING WORK/DEFICIENCY**

For non-conforming work and/or materials [to include but not limited to defective work and/or materials, incomplete work, materials not delivered, unauthorized/unacceptable work and/or materials, work and/or materials not meeting the specifications or rejected work and/or materials], the following procedures shall apply.

- a. Bidders shall promptly correct all apparent and latent deficiencies in work, and / or any work that fails to conform to the contract documents regardless of the work completion status. All corrections shall be made within two (2) working days after such deficiencies, and / or non-conformances are reported by the County representative, in writing. The Bidder shall bear all costs of correcting such rejected work.
- b. If the Bidder fails to correct the work within the period specified the County may, at its discretion, notify the Bidder, that the Bidder is subject to being placed on probation. If the deficiencies continue, on an ongoing basis, the County may, at its discretion, notify the Bidder, that the Bidder is subject to contractual default.

### **3.9 WARRANTY PLANTS**

The bidder shall warrant all plants on this contract against faulty labor and/or defective material for the term of contract.

Should the Bidder fail to perform any service, or neglect to notify the County within a timely manner of any item or condition, which causes a significant decline in a plant(s) health or appearance, the bidder shall replace the plant at no additional cost to the County, at the same grade/quality and size. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

### **3.10 OMISSION FROM THE SPECIFICATIONS**

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

### **3.11 UNIFORM, AND IDENTIFICATION**

- a. All personnel performing services under this Contract must carry valid government issued photo identification such as a driver's license. All personnel shall wear a uniform shirt (or t-shirt) clearly displaying the Bidder's company name. Uniforms shall be maintained so all personnel are neat, clean and professional in appearance and shall be worn at all times, while working on County premises. Non-uniform clothing will not be permitted.
- b. In While performing services on airside property, Aircraft Operating Area (AOA), the following is required:
  - I. Each person accessing the AOA must obtain an identification badge issued by Miami-Dade Aviation Department (MDAD).
  - II. Bidder must obtain an AOA Vehicle Decal for each vehicle operating on the AOA.
  - III. Operators of vehicles must obtain an AOA Driver's License issued by MDAD

### **3.12 MATERIALS, EQUIPMENT AND STORAGE**

- a. All materials and equipment required for maintenance and service shall be containerized, i.e. not requiring County facilities or utilities, such as sewerage and waste receptacles. Water will be provided by the County and available at designated locations. The Bidder shall take every precaution to avoid water spillage on carpets, furniture, walls, etc.
- b. All materials, plants and equipment for installation and/or maintenance, shall be placed clear of all passageways, public seating areas, etc., to minimize interference with persons utilizing airport facilities. If in the opinion of the County representative, said interference is occurring, they shall have the right to stop all work in progress.
- c. Equipment shall not be left unattended for any length of time.
- d. No storage area will be provided to the Bidder. However the Bidder may lease storage space, if available, from the County, at their discretion and at the Bidder's expense.